

Evacuee Property

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January 30, 1945

MEMORANDUM TO: Luther T. Hoffman,
Project Director,
Central Utah Relocation Center,
Topaz, Utah.

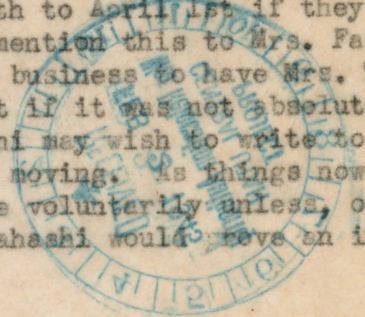
ATTENTION: Gladstone V. Morris,
Evacuee Property Officer

SUBJECT: Tomoye N. Takahashi - 11-5-D

Copy

Upon receipt of Mrs. Takahashi's letter of January 24th, we called on the Samuel J. Fabers, the tenants in Mrs. Takahashi's house situated at 1259 Arguello Boulevard, San Francisco, to determine if they would be willing to move by April 1st, at which time Mrs. Takahashi would like to take possession of the house. Mrs. Faber stated that she wanted to cooperate in every way possible, but that they had just gotten settled in the place and had spent a considerable amount of money fixing and painting. She stated that she had been ill and that the work of moving and getting the house in order had to be done entirely by her as her husband is a doctor in the Army and, therefore, she felt that she was not able to go through another job of moving right away.

I explained to her that Mrs. Takahashi did not desire to take possession of the house until about the 1st of April to which she replied that she would like to have at least until July 1st at which time her children would be out of school. When Mrs. Takahashi wrote to us, she suggested that we tell the Fabers they could occupy the premises rent free from February 12th to April 1st if they would move by that time, however, we did not mention this to Mrs. Faber in our conversation as it seemed like poor business to have Mrs. Takahashi throw away about a month and a half rent if it was not absolutely necessary. It may be that Mrs. Takahashi may wish to write to the Fabers and offer such an inducement for moving. As things now stand, it appears that the Fabers will not move voluntarily unless, of course, free rent such as suggested by Mrs. Takahashi would prove an inducement.



53258

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Escrow Property

January 30, 1945

copy

MEMORANDUM TO: Luther T. Hoffman,
Project Director,
Central Utah Relocation Center,
Tropic, Utah

ATTENTION: Gladstone V. Morris,
Escrow Property Officer

SUBJECT: Tomoye H. Takahashi - 11-2-D

Upon receipt of Mrs. Takahashi's letter of January 24th, we called on the Samuel J. Fabers, the tenants in Mrs. Takahashi's house situated at 1259 Arguello Boulevard, San Francisco, to determine if they would be willing to move by April 1st, at which time Mrs. Takahashi would like to take possession of the house. Mrs. Faber stated that she wanted to cooperate in every way possible, but that they had just gotten settled in the place and had spent a considerable amount of money fixing and painting. She stated that she had been ill and that the work of moving and getting the house in order had to be done entirely by her as her husband is a doctor in the Army and, therefore, felt that she was not able to go through another job of moving right away.

I explained to her that Mrs. Takahashi did not desire to take possession of the house until about the 1st of April to which she replied that she would like to have at least until July 1st at which time her children would be out of school. When Mrs. Takahashi wrote to us, she suggested that we tell the Fabers they could occupy the premises rent free from February 15th to April 1st if they would move by that time, however, we did not mention this to Mrs. Faber in our conversation as it seemed like poor business. Mrs. Takahashi throw away about a month and a half rent. It may be that Mrs. Takahashi Fabers and offer such an inducement for it appears that the Fabers will not move free rent such as suggested by Mrs. Takahashi.



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We enclose a mimeographed sheet setting forth the OPA requirements in connection with eviction of a tenant in such a case, and we suggest that Mrs. Takahashi discuss the matter with the project attorney. It appears that a thirty day notice to vacate is necessary and that a copy of the notice must be mailed to the OPA within twenty-four hours after it is served on the tenant. The notice to vacate must set forth in general the language which we have circled in pencil on the mimeographed sheet.

WALTER MEWING,
AREA SUPERVISOR

John K. Light,
Evacuee Property Supervisor

Enclosure



We enclose a mimeographed sheet setting forth the OPA requirements in connection with eviction of a tenant in such a case, and we suggest that Mrs. Takahashi discuss the matter with the project attorney. It appears that a thirty day notice to vacate is necessary and that a copy of the notice must be mailed to the OPA within twenty-four hours after it is served on the tenant. The notice to vacate must set forth in general the language which we have circled in pencil on the mimeographed sheet.

WALTER MEWING,
AREA SUPERVISOR

John K. Light,
Evacuee Property Supervisor

Enclosure



December 10, 1943

OFFICE OF PRICE ADMINISTRATION

Rent Division

EVICTIION OF TENANT

OCCUPANCY BY LANDLORD

(Section 6(a)(6) of the Rent Regulation for Housing)

The Rent Regulation for Housing provides a number of grounds upon which a landlord may evict his tenant. One of these grounds is stated in Section 6(a)(6) of the Regulation, which Section provides that a landlord may evict his tenant when:

"The landlord owned, or acquired an enforceable right to buy or the right to possession of, the housing accommodations prior to October 20, 1942, and seeks in good faith to recover possession of such accommodations for immediate use and occupancy as a dwelling for himself. If a tenant has been removed or evicted under this paragraph (a)(6) from housing accommodations, the landlord shall file a written report on a form provided therefor before renting the accommodations or any part thereof during a period of six months after such removal or eviction."

THE RIGHT TO EVICT

Outlined below are the conditions which must be present in order that a landlord may evict his tenant on this ground.

1. The landlord must have owned, or must have acquired an enforceable right to buy, or must have acquired the right to possession of, the housing accommodations prior to October 20, 1942.
2. The landlord must seek in good faith to recover possession of the housing accommodations for immediate use and occupancy as a dwelling for himself.

The following points should be noted in connection with this ground for eviction:

If the landlord, after the eviction of a tenant upon the ground stated in this Section, proposes to rerent within six months after such eviction, the landlord must, before rerenting, file a written report with this office on a form provided by this office.

A landlord may not evict his tenant, on the ground stated in the above Section for the purpose of delivering vacant possession to a purchaser.

A landlord may not evict his tenant on the ground stated in the above Section, in order to give occupancy to a member of the landlord's family or to a dependent of the landlord.

The provisions of the above Section apply, in a proper case, to the eviction of a subtenant by the tenant. In such a case the tenant is a landlord as to the subtenant, and if the tenant acquired the right to possession of the housing accommodations prior to October 20, 1942 and seeks in good faith to recover possession of the housing accommodations for immediate use and occupancy as a dwelling for himself, the above section permits the eviction of the subtenant by the tenant.

The landlord must act in good faith; that is, the landlord must not evict or attempt to evict his tenant on this ground for the purpose of evading the Rent Regulation. Lack of good faith may be indicated by the failure of the landlord to occupy the premises, or by the shortness of the period during which the landlord occupies the premises before rerenting or selling the premises.

In processing the copy of the notice to vacate which the landlord is required to send to the Area Rent Office, it is the practice of this office to afford both landlord and tenant the opportunity to file, with this office a form of affidavit which is designed to bring out the facts of the particular case.

The final decision as to whether the landlord owned, or required an enforceable right to buy or the right to possession of the housing accommodations prior to October 20, 1942, or as to whether the landlord seeks in good faith to recover possession of such accommodations for immediate use and occupancy as a dwelling for himself, rests with the local courts. Such questions cannot be finally determined by this office.

THE NOTICE TO VACATE

The Rent Regulation sets forth the following requirements in connection with a notice to vacate given by the landlord to the tenant:

1. The notice to vacate must be in writing.
2. The notice to vacate must state the ground upon which the landlord seeks to evict his tenant. The ground may be stated in the words of Section 6(a)(6), using the first sentence of that Section as quoted above.
3. The notice to vacate must state the time when the tenant is required to vacate.
4. The notice to vacate must be given to the tenant at least ten days before the time when the tenant is required to vacate. It should be noted that the Federal Rent Regulation requires a ten-day notice in this type of case. The law of this State may require a longer notice. It is important to comply with both the Federal Rent Regulation and the State Law. This does not mean that separate notices must be given. For example, if the State Law requires a month's notice, and if the Federal Rent Regulation requires a ten-day notice, a month's notice to vacate, stating the ground upon which the landlord seeks to evict his tenant, is sufficient.
5. A written copy of the notice to vacate must be given to the Area Rent Office within twenty-four hours after the notice is given to the tenant.

COURT ACTION

If the landlord commences a court action to evict his tenant, the landlord must, at the time of commencing such action, give a written notice thereof to the Area Rent Office. This notice must state the title of the case, the number of the case, if that is possible, the court in which the case is filed, the name and address of the tenant, and the ground upon which the landlord seeks to evict the tenant. The landlord may comply with this requirement by sending to this office a copy of the complaint filed in the action to evict the tenant.

CAUTION

It is important that the landlord comply with both the Federal Rent Regulation and the State Law. If legal assistance is necessary in connection with matters of State Law, such as whether the landlord acquired the necessary interest in the housing accommodations prior to October 20, 1942, or the length of time or the manner of service of the notice to vacate, it is suggested that a private attorney be consulted since this office is not in a position to render such assistance. In this connection, it should be noted that many eviction cases have been dismissed by the local courts because of defective, "home-made", notices.

The final decision as to the right of the landlord to evict his tenant rests with the local courts, which must decide questions of law and of fact, including any defense which the tenant may raise with respect to the sufficiency of the notice to vacate or of the ground for eviction.

This office does not represent either landlord or tenant.